# R. J. REYNOLDS TOBACCO COMPANY RETAIL PARTNERS MARKETING PLAN CONTRACT SELF-SERVICE PACK OUTLET - LEVEL 2

### **ADDITIONAL RETAIL ACCRUAL REQUIREMENTS**

- TIGNAL RETAIL ACCHUAL REQUIREMENTS
  Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
  Promotional advertising associated with RJR Brands will be affixed to, or above each display, as approved by an RJR Representative.
  Retailer will not permit advertising of any kind, including that retailing to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior
- Retaller agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR
- Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.

  Should retailer be permanently disqualified under RJR's Retail Partners Merchandising/Presence programs, participation in the Retail Accrual program and all other RJR Promotional programs will be terminated.

R. J. Reynolds Polecco Company must beckup withhold but at the rate of 31% from pay year. With an includual proprietorship, this information is the person's includual name a name, the payee may also provide the business name for the sole proprietorship, provide partnerships, estates, trusts, and similar entities, the necessary information is the entity's	ind either his/her social security number (S.S. No.) or the employer lo ed the individual name is listed before the business name. (Sole pro	dentification number (EIN) for the proprietorship. In addition to the payer's individual prietors may not furnish only the business name.) With respect to corporations.
Type of Organization: Corporation X, Sole Proprietor	, Partnership, Estate, Trust, etc	
Is this a corporation exempt from backup withholding? Yes X	No	
Please use the appropriate line to fill in the name and Taxpayer Ide	entification Number:	
Corporation Name Hess Mart Inc.	EIN	
or Sole Proprietor's Name	S.S. No••	<u>4 </u>
Sole Proprietor's Business Name	EIN	
or Parinership, Estate, Trust, etc	EIN	
Address (Number, street, and apt. or suite number)		
Address (City, state, and ZIP code)Woodbridge,		•
Certification: Under penalties of perjury, I certify that: The number shown above is my correct taxpayer identification number (or I am w  2. I am not subject to be the number of the penalties (of I am accomplished to be the number (or I am was not subject to be the number of the n		
<ol> <li>I am not subject to backup withholding because: (a) I am exempt form backup wit interest or dividends, or (c) the IRS has notified me that I am no tenger subject to backup Certification Instructions: You must cross out item 2 above if you have been notified by</li> </ol>	withholding.	• • • • • • • • • • • • • • • • • • • •
Store Name (Please Print)	RJR Account N	lo
Street Address	RJR Territory N	lo
City/State	Zip Code	
Call Classification	Branch (If Chair	n)
*		Total Quarterly
Type Stores see attached list	Monthly Payment	Dollar Amount
		\$
	· .	\$
1/1/04	1/1/1	DTAL
1/1/96 Retailer's Signature	PYOF	•
Date Contract Signed Title: Senior	Vice President	
1/1/96 R. J. REYNOLDS TOBACC	COMPANY	
Contract Effective Date  By:	Key Account Manager	<del>c</del>
FUNCTION CONTRACT TYPE	PLAN UI	EFFECTIVE NITS RATE MO/YR
FUNCTION		
A=ADD		<u>σ</u>
E=END		51846
D=DELETE		<del>                                      </del>

# R. J. REYNOLDS TOBACCO COMPANY RETAIL PARTNERS MARKETING PLAN CONTRACT SELF-SERVICE PACK OUTLET - LEVEL 2

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan effective. January 1, 1996, for retail accounts that meet the following criteria:

- 51% or more total industry volume sold by the pack
- 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

### MERCHANDISING/PRESENCE PROGRAM ELEMENTS:

- . RJR Full Price pack display in prime position.
- RJR Full Price pack display in primary selling area.
- RJR Savings brand pack display(s) in a primary Savings Brand position.
- Displays selected will merchandise no less than 40 pack facings of product.

## MERCHANDISING/PRESENCE ELEMENT REQUIREMENTS

#### Full Price Displays

- Display #1 must be located at #1 cash register in primary position as determined by an RJR representative.
- Display #2 must be self-service and may not be obstructed from consumer by competitive displays or other products.
- . Both displays must be self-service and may not be obstructed from consumer by competitive displays or other products.

#### Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

RUR reserves the right for final approval of display/advertising types, sizes and locations. Displays, fixtures, and free-standing signage will be lit as designated by RJR.

### ADDITIONAL MERCHANDISING/PRESENCE REQUIREMENTS

- · Retailer further agrees to:
  - Provide promotional assistance as requested by RJR.
  - Display RJR "Lowest" brands, if applicable
  - Provide RJR accurate volume information
    - -- Authorize primary and other suppliers to release brand style volume information to RJR.
  - Provide RJR share of available signage equal to RJR Share of Market.
  - Provide RJR share of space equal to RJR share of market on carton merchandisers, if applicable. Minimum acceptable space as determined by an RJR Representative
  - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
  - Accept new RJR brand styles, as requested.
  - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
  - Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
  - Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

## MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \$\_\_\_\_\_\_ per month for periomance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

# RETAIL ACCRUAL PROGRAM ELEMENTS

- Qualifying Merchandising/Presence elements of RJR's Retail Partners Marketing Plan.
- All requirements/criteria stated in Merchandising/Presence section are applicable to Retail Accrual program.

## **Program Options**

- Option 1: RJR Retail Accrual monthly accrual based on RJR designated Level 1, Level 2, or Level 3 RJR volume grid.
- Option 2: BJR Retail Accrual with Retailer/RJR Match monthly accrual with additional Retailer/RJR Match funds based on RJR designated Level 1, Level 2, or Level 3 RJR yolume orld.

# RETAIL ACCRUAL PROGRAM OPTION REQUIREMENTS

#### OPTION 1

- Accrual process will begin on contract signing date II prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- · Retail Accrual funds are to be utilized to promote selected RJR Full Price and Savings Brands as designated by an RJR Representative.
- Partner Promotions, specific to Retail Accrual participants, will be available based on level of Retail Accrual participation and RJR volume category criteria. Partner Promotion participation, as required by the Retail Accrual program, is necessary to maximize accrual fund application. Retailers electing not to participate in Partner Promotion(s) will lose usage of funds designated for such purpose.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Retail Accrual promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Retail Accrual as designated by RJR.
- Retail Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use immediately.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

#### **OPTION 2**

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

RJRT FORM 425 - 11/95

# Hess Mart Self-Service Display Locations

SR TERR	SIS#	Hess Store#	CITY	STATE	VAP WHLSR	VAP WHLSE NAME
122102	087886	30242	LODI	NJ	375878	MC LANE NORTHEAST
122303	599358	32449	WADING RIVER	NY	649920	TRIPIFOODS INC.
122303	088299	32362	RIVERHEAD	NY	649920	TRIPIFOODS INC.
122309	088802	32499	FARMINGVILLE	NY	649920	TRIPIFOODS INC.
122309	114035	32326	MILLER PLACE	NY	649920	TRIPIFOODS INC.
133008	639608	30300	PHILLIPSBURG	NJ	375878	MCLANE NORTHEAST
133009	668169	30314	MOUNTAIN LAKES	NJ	375878	MCLANE NORTHEAST
133208	126934	38362	COOPERSBURG	PA	649920	TRIPIFOODS INC.
133209	126921	38306	ALLENTOWN	PA	649920	TRIPIFOODS INC.
162202	547628	32453	CLAY	NY	649920	TRIPIFOODS INC.
162203	762402	32461	SYRACUSE	NY	649920	TRIPIFOODS INC.
162203	171285	32455	CORTLAND	NY	649920	TRIPIFOODS INC.
162203	171332	32454	CORTLAND	NY	649920	TRIPIFOODS INC.
162204	957256	32345	BINGHAMTON	NY	649920	TRIPIFOODS INC.
162203	469356	32371	NORWICH	NY	649920	TRIPIFOODS INC.
162204	251064	32431	BINGHAMTON	NY	649920	TRIPIFOODS INC.
162203	251305	32435	WHITNEY POINT	NY	649920	TRIPIFOODS INC.
162205	172981	32460	LIVERPOOL	NY	649920	TRIPIFOODS INC.
162205	031298	32208	NORTH SYRACUSE	NY	649920	TRIPIFOODS INC.
162304	130637	32401	GLENS FALLS	NY	649920	TRIPIFOODS INC.
162304	289481	32346	S GLENS FALLS	NY	649920	TRIPIFOODS INC.
162304	432429	32349	SARATOGA SPRING	NY	649920	TRIPIFOODS INC.
162308	037905	32334	ALBANY	NY	649920	TRIPIFOODS INC.
162305	130584	32228	AMSTERDAM	NY	649920	TRIPIFOODS INC.
162306	619979	32306	KINGSTON	NY	649920	TRIPIFOODS INC.
162307	619896	32296	MIDDLETOWN	NY	649920	TRIPIFOODS INC.
162308	467739	32441	CLIFTON PARK	NY	649920	TRIPIFOODS INC.
162306	130782	32420	EAST SCHODACK	NY	649920	TRIPIFOODS INC.
162308	696054	32403	CLIFTON PARK	NY	649920	TRIPIFOODS INC.
162308	130783	32201	RENSSELAER	NY	649920	TRIPIFOODS INC.
162605	764154	32451	CANANDAIGUA	NY	649920	TRIPIFOODS INC.
162605	686035	32444	FARMINGTON	NY	649920	TRIPIFOODS INC.
162603	601354	32447	BATAVIA	NY	649920	TRIPIFOODS INC.
162602	597718	32448	ROCHESTER	NY	649920	TRIPIFOODS INC.
162604	764295	32450	ROCHESTER	NY	649920	TRIPIFOODS INC.
162602	764187	32456	ROCHESTER	NY	649920	TRIPIFOODS INC.
162604	086248	32319	ROCHESTER	NY	649920	TRIPIFOODS INC.
162604	089398	32357	PENFIELD	NY	649920	TRIPIFOODS INC.
162605	288985	32347	FAIRPORT	NY	649920	TRIPIFOODS INC.
162604	036106	32340	ROCHESTER	NY	649920	TRIPIFOODS INC.
162604	965735	32370	HENRIETTA	NY	649920	TRIPIFOODS INC.
162607	269850	32463	ELMIRA	NY	649920	TRIPIFOODS INC.
162607	269771	32452	HORNELL	NY	649920	TRIPIFOODS INC.
162208	777571	38280	BLOOMSBURG	PA	649920	TRIPIFOODS INC.
163604	787004	32429	CARMEL	NY	649920	TRIPIFOODS INC.
173807	963772	38295	READING	PA	649920	TRIPIFOODS INC.
173807	093674	38245	READING	PA	649920	TRIPIFOODS INC.
173808	143288	38353	THORNDALE	PA	649920	TRIPIFOODS INC.
212707	367350	40379	SPARTANBURG	SC	376430	MCLANE SOUTHEAST
213303	618827	10225	AUGUSTA	GA	376430	MCLANE SOUTHEAST

# Hess Mart Self-Service Display Locations

SR TERR	S <b>IS</b> #	Hoss Store #	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
213306	311227	40371	SUMMERVILLE	SC	376430	MCLANE SOUTHEAST
213305	296109	40372	SUMMERVILLE	SC	376430	MCLANE SOUTHEAST
213306	453646	40383	MOUNT PLEASANT	SC	376430	MCLANE SOUTHEAST
213306	195761	40225	CHARLESTON	sc	376430	MCLANE SOUTHEAST
213306	802611	40260	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	284047	40370	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	352721	40373	N CHARLESTON	sc	376430	MCLANE SOUTHEAST
213306	408496	40378	LADSON	SC	376430	MCLANE SOUTHEAST
213306	386503	40377	LADSON	SC	376430	MCLANE SOUTHEAST
213306	802527	40259	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	758530	40258	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	504729	40267	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	568876	40226	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213703	381330	40380	GREENVILLE	SC	376430	MCLANE SOUTHEAST
213703	095869	40236	GREENVILLE	sc	376430	MCLANE SOUTHEAST
213704	092423	40244	CLEMSON	SC	376430	MCLANE SOUTHEAST
213705	081579	40246	ANDERSON	SC	376430	MCLANE SOUTHEAST
213705	405821	40227	ANDERSON	SC	376430	MCLANE SOUTHEAST
213706	460234	40376	COLUMBIA	sc	376430	MCLANE SOUTHEAST
213706	456419	40382	COLUMBIA	SC	376430	MCLANE SOUTHEAST
213706	349750	40374	COLUMBIA	SC	376430	MCLANE SOUTHEAST
213706	324275	40261	COLUMBIA	SC	376430	MCLANE SOUTHEAST
213706	561195	40247	COLUMBIA	sc	376430	MCLANE SOUTHEAST
222603	070062	10233	STONE MOUNTAIN	GA	376430	MCLANE SOUTHEAST
222605	394543	10373	LILBURN	GA	376430	MCLANE SOUTHEAST
222609	133668	10253	COLLEGE PARK	GA	376430	MCLANE SOUTHEAST
222803	791207	10370	STOCKBRIDGE	GA	376430	MCLANE SOUTHEAST
222804	133567	10243	FOREST PARK	GA	376430	MCLANE SOUTHEAST
222804	031665	10251	MORROW	GA	376430	MCLANE SOUTHEAST
222804	133741	10219	FOREST PARK	GA	376430	MCLANE SOUTHEAST
222804	348460	10255	MORROW	GA	376430	MCLANE SOUTHEAST
222807	618837	10227	AUGUSTA	GA	376430	MCLANE SOUTHEAST
222807	618826	10237	AUGUSTA	GA	376430	MCLANE SOUTHEAST
222808	346727	10371	SNELLVILLE	GA	376430	MCLANE SOUTHEAST
222808	378416	10372	LAWRENCEVILLE	GA	376430	MCLANE SOUTHEAST
223203	409464	10374	KENNESAW	GA	376430	MCLANE SOUTHEAST
223302	814445	9275	TALLAHASSEE	FL	380734	MCLANE/SUNEAST
232601	639799	9269	SAINT PETERSBUR	FL.	380734	MCLANE/SUNEAST
232601	047607	9285	SAINT PETERSBUR	FL	380734	MCLANE/SUNEAST
232602	371903	9358	LARGO	FL	380734	MCLANE/SUNEAST
232603	421900	9357	LARGO	FL	380734	MCLANE/SUNEAST
232604	340021	9382	TAMPA	FL	380734	MCLANE/SUNEAST
232605	100087	9288	TAMPA	FL	380734	MCLANE/SUNEAST
232607	335021	9378	PORT RICHEY	FL	380734	MCLANE/SUNEAST
232607	371905	9359	NEW PORT RICHEY	FL	380734	MCLANE/SUNEAST
232801	524962	9265	FORT PIERCE	FL	380734	MCLANE/SUNEAST
232801	437901	9389	PORT SAINT LUCI	FL	380734	MCLANE/SUNEAST
232801	396726	9386	FORT PIERCE	FL	***************************************	
232805	301207	9326	BOYNTON BEACH		380734	MCLANE/SUNEAST
232806				FL E	380734	MCLANE/SUNEAST
£3£000	328439	9325	POMPANO BEACH	FL	380734	MCLANE/SUNEAST

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SR TERR	SIS#	Hess Store #	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
232807	063272	9287	POMPANO BEACH	FL	380734	MCLANE/SUNEAST
232808	070637	9216	MARGATE	FL	380734	MCLANE/SUNEAST
232809	381089	9351	FORT LAUDERDALE	FL	380734	MCLANE/SUNEAST
233007	534429	9310	HOLLYWOOD	FL	380734	MCLANE/SUNEAST
233201	605665	9365	PT CHARLOTTE	FL.	380734	MCLANE/SUNEAST
233204	386643	9380	LAKELAND	FL	380734	MCLANE/SUNEAST
233204	331915	9251	LAKELAND	FL.	380734	MCLANE/SUNEAST
233206	604775	9332	FORT MYERS BEAC	FL	380734	MCLANE/SUNEAST
233206	206825	9331	FT MYERS BCH	FL	380734	MCLANE/SUNEAST
233206	445041	9363	NAPLES	FL	380734	MCLANE/SUNEAST
233207	086095	9334	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	083112	9337	FORT MYERS	FL.	380734	MCLANE/SUNEAST
233207	675738	9324	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	604626	9336	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	604786	9344	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	020217	9341	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	561464	9210	TICE	FL	380734	MCLANE/SUNEAST
233207	639830	9340	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	041750	9330	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	322110	9376	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	506581	9333	FORT MYERS	FL	380734	MCLANE/SUNEAST
233207	611761	9338	FORT MYERS	FL	380734	MCLANE/SUNEAST
233208	779696	9223	AVON PARK	FL	380734	MCLANE/SUNEAST
233503	308576	9271	HOLLY HILL	FL	380734	MCLANE/SUNEAST
233505	377257	9379	WINTER SPRINGS	FL	380734	MCLANE/SUNEAST
233508	366023	9384	MERRITT ISLAND	FL	380734	MCLANE/SUNEAST
233508	410872	9387	MELBOURNE	FL	380734	MCLANE/SUNEAST
233702	203678	9274	PERRY	FL	380734	MCLANE/SUNEAST
233703	045371	9306	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233703	675519	9391	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233703	679248	9393	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233703	380910	9374	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233703	426073	9385	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233703	270178	9377	ATLANTIC BEACH	FL	380734	MCLANE/SUNEAST
233704	173627	9314	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233704	534637	9311	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233704	226216	9372	ORANGE PARK	FL	380734	MCLANE/SUNEAST
233704	305561	9375	ORANGE PARK	FL	380734	MCLANE/SUNEAST
233704	310508	9381	ORANGE PARK	FL	380734	MCLANE/SUNEAST
233706	404892	9373	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233706	049949	9316	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233707	416556	9383	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233707	436208	9388	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233709	083652	9272	LEESBURG	FL	380734	MCLANE/SUNEAST